

BellSouth Telecommunications, Inc. Tel 615 214-3839
Room 22D31 Fax 615 214-8867
333 Commerce Street
Nashville, Tennessee 37201-3300

REC'D TN  **BELLSOUTH**[®]
REGULATORY AUTH.

01 APR 18 PM 4 08
Paul Stinson
Manager
Regulatory

OFFICE OF THE
EXECUTIVE SECRETARY

April 18, 2001

Mr. Joe Werner, Chief
Telecommunications Division
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee

Dear Mr. Werner:

Subject: Tariff Filing for Contract Service Arrangement TN00-7176-00
Docket 00-00946

Consistent with the Authority's approval of this filing and the Directors' previous actions on September 12, 2000 in Docket 00-00720 (CSA MS99-8999-00), BellSouth has issued the required notifications to this customer of the above-captioned CSA. As evidence of that action, we are attaching a redacted copy of that notice.

Please contact me at 214-3839 if there are any questions.

Yours truly,



Attachment



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Paul Stinson, P.E.
Manager
Regulatory

April 18, 2001



RE: Contract Service Arrangement No. TN00-7176-00

As required by the Tennessee Regulatory Authority (TRA), BellSouth has filed this Contract Service Arrangement (CSA) with the TRA for their review and approval. On April 17, 2001, the TRA approved this CSA subject to certain conditions, and the purpose of this letter is to notify you of those conditions. No action is required on your part.

The TRA's conditions specifically address the early termination liability charges. If the customer terminates this CSA early without cause, the lesser of the following termination liability charges will apply:

1. The amounts specified in the CSA the customer signed;
2. The total of the repayment of discounts received during the pervious twelve (12) months of service, the repayment of the prorated amount of any waived or discounted non-recurring charges, and the repayment of the prorated amount of any documented contract preparation, implementation and tracking, or similar charges; or
3. Six (6%) of the total CSA amount.

Please contact your local BellSouth Account Team if there are any questions.

Yours truly,

A handwritten signature in cursive script that reads "Paul Stinson".

CC: Tennessee Regulatory Authority
BellSouth Account Team



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With respect to the services provided in Tennessee under this CSA, the following paragraph, which appears in Attachment 1, Page 1 of the CSA, will not apply:

"Customer covenants and agrees that any and all payments, whether inter-carrier or otherwise as a result of any Output (all calls outbound from PRI circuit termination point), whether or not directed to or through an Internet Service Provider (ISP), an enhanced service provider (ESP), or a carrier, are Customer's responsibility. Customer is responsible for any and all charges relating to the transport and carrier compensation arrangements relating to Output, all transport and compensation for any ISP-bound traffic and any switched access charges. Without limiting the generality of the foregoing, Customer further covenants and agrees that reciprocal compensation payments do not apply to the Service as part of this agreement. Customer agrees to make no claim for reciprocal compensation against BellSouth in connection with use of the PRI circuits either directly or indirectly, and further agrees to indemnify and hold BellSouth harmless against any and all reciprocal compensation obligations or claims that may arise as a result of any outbound calls from any PRI circuits during the term of this Agreement."

Please contact your BellSouth Account Team if there are any questions.

Yours truly,

A handwritten signature in cursive script that reads "Paul Stinson".

CC: Tennessee Regulatory Authority
BellSouth Account Team